

Last Modified on 09/15/2026 2:11 pm MDT

You have likely signed a document with someone else's name in it, whether you realized it or not. Or possibly you have drafted a document that contained a single wrong name halfway through a 60-page document package (in your baby attorney days, of course!).

Legal drafting has changed significantly over time, but one thing has remained the same: legal drafting is not simple. There is a reason law schools offer legal drafting as a class. Regardless of whether you took legal drafting in law school or not, legal drafting can be frustrating and, when not done properly, can result in consequences for attorneys, clients, and you. This article looks at how far legal drafting has come and new processes that you should consider.

Brief History of Legal Drafting

Historically, legal drafting was a highly manual exercise. First, it was all handwritten, and then the typewriter streamlined the process, although not by much. Revisions meant retyping pages or entire agreements, and reusing language meant manually searching through file cabinets and adapting it by hand.

The arrival of word processors, like Microsoft Word, changed the entire legal drafting process. Word — and similar programs — allowed drafters to make instant edits and firms to build template and language libraries. Not only did this advancement save legal drafters significant time, but it also allowed attorneys to refine their language and cut down on mistakes.

The Risk of Using Word

While Word has many benefits, it also comes with risks that may have legal consequences. With the rise of Word, most legal documents begin life as a prior document or template, or, if the document is new, the drafter often relies on copying and pasting from prior documents.

This process works until it doesn't. For example, when using an old loan agreement as a starting point or copying terms from an old agreement, numerous mistakes can appear in the new agreement, even when drafted by the most careful drafter. The old loan document may have not included all the provisions the new client wanted (e.g., a guaranty provision), the old document was drafted for a loan with an entirely different structure (e.g., personal loan v. commercial loan), the wrong version was saved and sent, or, due to a typo in the original, the "find and replace" feature missed a wrong name. These are only a few of the many mistakes that can result from copy-and-paste and template drafting.

On top of the legal risks, copy-and-paste and template drafting can result in less cohesive documents. As documents grow more complex, and provisions are pulled from several old documents, the language in the new document becomes a mix of writing styles or language specific to only specific clients.

New Advancements in Legal Drafting

Modern legal drafting systems, like Clause9, allow drafters to save even more time drafting and mitigate the risks of user error.

Systems like Clause9 do not generate legal documents from scratch without lawyers, as many may assume. Instead, Clause9 assembles attorney-created content and provisions based on the information the user provides. For example, if a user indicates that a loan agreement includes guarantors, the system will include the relevant attorney-drafted guarantor provision automatically.

The Word drafting process requires an attorney to open prior documents, edit multiple documents, review both internal and external document cross-references, verify internally defined terms, and manually confirm that every necessary provision has been included. This leaves a lot of room for drafting mistakes. On the other hand, Clause9 constructs an attorney-level document based solely on the user's answers to a series of questions based on the document type.

Take, for example, a commercial loan transaction. Farley Law's BankDocs Pro is a commercial lending document automation platform built through Clause9. The user will answer a set series of questions regarding borrower type, lender structure, collateral, guarantors, interest rate, cure periods, and other transaction-specific variables. BankDocs Pro then compiles the appropriate documents, each containing the relevant provisions from a library of attorney-drafted language. Each provision is associated with particular conditions and only appears when relevant.

The Clause9-constructed documents still require attorney review, but the documents are a much more reliable foundation than copy-and-paste drafter-constructed

documents. Clause9 can be beneficial to attorneys, clients, and you because Clause9 improves consistency, speed, and accuracy in legal drafting.
